



Libertas Tec

333 Scott Street, Suite 50
Covington, KY 41011
www.libertastechnologies.com

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE AGREEMENT (this "Agreement") executed as of the 6th day of June, 2007 ("Effective Date"), are made by and between LIBERTAS TECHNOLOGIES, LLC ("Libertas"), located at 333 Scott Street, Suite 50, Covington, KY 41011, and Todd Schwartz ("Contractor").

RECITALS:

WHEREAS, the covenants set forth below constitute the material terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties incorporate the above-stated recitals and agree as follows:

1. CONFIDENTIAL INFORMATION

1.1. Nondisclosure. The contractor shall use best efforts to protect Libertas Confidential Information. The contractor will not use, except in connection with this Agreement, and will not disclose during or after this Agreement the Libertas Confidential Information. "Confidential Information" is information relating to the Libertas operations, finances and business that derives value from not being generally known to other persons, including, but not limited to, technical or non-technical data, formulas, patterns, compilations (including compilations of customer information), programs (including service programs), devices, methods (including methods for bidding, pricing, selling, and providing Services (defined below)), techniques, drawings, processes (including processes for bidding, pricing, selling, and providing Services), marketing strategies, financial data (including general financial, marketing, and sales data), or lists of actual or potential customers or suppliers (including identifying information about those customers or suppliers and their requirements), whether or not reduced to writing. Confidential Information subject to these covenants may include information that is not a trade secret under applicable law, but information not constituting a trade secret only shall be treated as Confidential Information under these covenants for a two (2) year period after termination of the Client engagement term. For purposes of this Agreement, "Services" shall mean management consulting and information technology services.

1.2. All contractors of Libertas Technologies, LLC have the privilege of working in an environment that exposes them to valuable technical knowledge as well as confidential trade information. It is the policy of the Libertas Technologies, LLC to inform our contractors of their responsibilities in handling and communicating this information, both during employment and upon separation. Libertas Technologies, LLC mandates that all intellectual property and materials belonging to Libertas Technologies, LLC are to be retained in the work place.

1.3. It is unlawful for contractors of Libertas Technologies, LLC to remove, duplicate, manipulate, or communicate any company information, documents, or property without express consent from an officer of Libertas Technologies, LLC. Examples of company information and property include, but are not limited to: proposals, estimates, software programs, hardware, maps, tools, manuals, supplies and keys.

1.4. Exclusions to Confidential Information. The following kinds of information will not be considered to be Confidential Information in any event: (1) information that at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of its disclosure by either party or its representatives in breach of this Agreement); (2) information that was available or known to either party prior to disclosure by the disclosing party; (3) information made available to either party from a person or entity who, to the party's knowledge, was not prohibited from disclosing it; and (4) information that either party holds or develops independently of the other party.

1.5. Return of Materials. After termination of this engagement term or for any reason or at any time at a party's request, the other party will deliver promptly to the requesting party all materials, documents, plans, records, notes



Libertas Technologies, LLC
333 Scott Street, Suite 50
Covington, KY 41011
www.libertastechnologies.com

(continued – page 2 of 3)

or other papers and any copies in its possession or control relating in any way to the other party's Services or its business, which at all times shall be the property of the disclosing party.

2. NONSOLICITATION COVENANTS

2.1. Solicitation of Customers. During the period of this Agreement and for eighteen (18) months after termination of that term (collectively, the "Term"), the contractor will not solicit Libertas Customers for the purpose of providing or offering the same or similar services offered by either party.

2.2. Solicitation of Employees and Independent Contractors. During the Term, the contractor will not solicit, or attempt to solicit, for retention (or for an independent contractor relationship) with another employer or other person, anyone who is or was, anytime during the preceding one (1) year, an employee or independent contractor for the other party.

2.3. Solicitation of Referenced Employees and Referenced Independent Contractors. During the Term, the contractor will not solicit, or attempt to solicit, for retention (or for an independent contractor relationship) with another employer or other person, anyone who is or was, anytime during the preceding one (1) year, a Referenced Employee or Referenced Independent Contractor for the other party. For purposes of this Agreement, a "Referenced Employee" and a "Referenced Independent Contractor" shall mean any individual whose credentials a party references in the information it provides to the other party in preparation of the SOW, whether or not such person is actually an employee or independent contractor.

3. TITLE AND COPYRIGHT ASSIGNMENT

3.1 Developed Intellectual Property. Contractor expressly acknowledges that the material contributed by contractor hereunder, and contractor services hereunder, are being specially ordered and commissioned by Libertas for use in connection with the work product. The Work contributed by contractor hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. Libertas shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of contractor services hereunder in whatever stage of completion. If for any reason the results and proceeds of contractor services hereunder are determined at any time not to be a "work made for hire", you hereby irrevocably transfer and assign to us all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

3.2 Assignment. Contractor agrees that we may make any changes or additions to the Work prepared by contractor, which Libertas in our sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to you. Contractor further agrees to waive any so-called moral rights in the Work.

3.3 Contractor represents that, except with respect to material furnished to contractor by Libertas, contractor is the sole author of the Work and all of contractor services are original with contractor and not copied in whole or in part from any other work; that your Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. INJUNCTIVE RELIEF AND ACTUAL DAMAGES

4.1. Relief. Each party acknowledges that compliance with the restrictive covenants contained herein is necessary to protect the business and goodwill of the other party, and that a breach of any such covenant will result in irreparable and continuing damage to the party for which money damages may not provide adequate relief. Consequently, contractor agrees that, in the event that the other party breaches or threatens to breach the restrictive covenant, the non-breaching party shall be entitled to both a preliminary and permanent injunction to prevent the continuation of harm and



Libertas Technologies, LLC
333 Scott Street, Suite 50
Covington, KY 41011
www.libertastechnologies.com

(continued – page 3 of 3)

money damages insofar as they can be determined. Nothing in these covenants shall be construed to prohibit a party from also pursuing any other remedy, the parties having agreed that all remedies are cumulative.

4.2. **Governing Law and Jurisdiction.** All matters hereunder shall be governed by the internal laws (and not the laws of conflict) of the State of Kentucky. Any action arising out of or related to these covenants, or the breach, validity or enforceability of any provision hereof, may be brought in the courts of the Commonwealth of Kentucky, County of Kenton, or, if it has or can acquire subject matter jurisdiction thereof, in the United States District Court for the Kentucky and each party irrevocably consents, to the fullest extent allowed by law, to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

4.3. **Fees and Costs.** If any party to these covenants breaches the same, then such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees, incurred by that party in enforcing the terms of these covenants.

4.4. **Advice of Counsel and Construction.** The parties acknowledge that all parties to this Agreement have had the opportunity to be represented by counsel. Accordingly the rule of construction of contract language against the drafting party is hereby waived by all parties.

IN WITNESS WHEREOF the parties have executed this agreement on the effective date of this agreement set forth at the top of this document.

Libertas Technologies, LLC

By: Tim Banks

Name: Tim Banks

Title: CEO

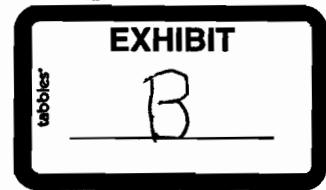
Date: 8/14/2007

Todd Schwartz

By: Todd Schwartz

Name: TODD SCHWARTZ

Date: 8-14-07



Libertas Technologies, LLC

Offer of Employment For Todd Schwartz

3.24.2009

©Libertas Technologies 2009. All Rights Reserved.

This document contains the confidential and proprietary information of Libertas Technologies, LLC. The contents of this document may not be reproduced or released without the express written permission of Libertas Technologies, LLC



24 March, 2009

Dear Todd;

Libertas Technologies, LLC ("Libertas" or "Company") is pleased to offer you, **Todd Schwartz**, employment as a **Software Engineer/Consultant**.

The primary responsibilities of this position include:

1. Providing consulting and software development services to our clients and to support various internally developed software products.
2. Represent Libertas as a knowledge expert in the IT industry, Internet technology, and web-based software development and, optionally, achieve recognized industry certifications.
3. Assist the existing members in any way possible to achieve business goals and objectives.
4. Assist in business development efforts and proactively seek new business for Libertas Technologies, LLC across all industries and sectors.
5. Identify competitors to assist Libertas Technologies, LLC in becoming more focused in its approach to attracting new business.
6. From time to time, you may also be asked to perform other reasonable duties as determined by the sole discretion of Libertas.

You will be paid a gross salary of \$3,750 per month (\$45,000 per year) payable twice per month, in accordance with Libertas' normal payroll practices. You will be given a performance review at the end of ninety days, six months and one year. Your performance and base salary will be reviewed on an annual basis thereafter as part of an annual employee review. You will report directly to the two Co-Managers of Libertas: Tim Bankes (CEO) and Dave Hatter (President), respectively.

The specification of compensation on a monthly or yearly basis does not constitute a contract of employment and does not change your status as an employee-at-will. As such, your employment can be terminated at any time, with or without cause, and with or without notice, either at your option or the option of the Company, for any reason not prohibited by law. Further, no one except the Co-Managers of Libertas, acting together, unanimously and in a written document, has any authority to enter into any agreement contrary to this policy.

In addition to the base salary, you may also earn annual bonuses paid to employees and/or partners of Libertas. These bonuses are determined annually and are based on various factors such as profitability, corporate growth, performance, etc. Consequently, the payment of bonuses is at the sole discretion of the two Co-Managers of Libertas.



Effective upon your first day of employment, you will be entitled to 80 hours (2 weeks) of personal time off (PTO) to use before your first anniversary of employment with the Company. Thereafter your additional vacation time will accrue annually in accordance with Libertas Technologies' normal policies and procedures. In addition, holidays are outlined within the Libertas holiday policy.

You will be eligible to receive health insurance benefits subject to the same terms, limitations, expenses, conditions and requirements as other Libertas employees. Included within these benefits, Libertas will pay 100% of your personal health insurance premium. If you choose coverage for your spouse and/or children, Libertas will pay 75% of your total premium, requiring you pay the remaining 25% (automatically deducted from your paycheck). The details of these benefits are outlined in the employee manual.

You will be eligible to receive auto mileage reimbursements in the amount of \$.475 per mile (adjusted annually) for travels associated directly with providing consulting and software development services or business development efforts. Mileage considered reimbursable is that greater than the normal round trip distance from your home to the office.

Your anticipated starting date is April 1, 2009 but we would be pleased to have you join our team earlier, if possible. Your employment will be conditioned upon the execution of Confidentiality and Non-Compete Agreements at your starting date with Libertas. You will also be expected to comply with the policies and procedures established by Libertas for all employees and your signature below evidences your agreement to do so.

Libertas reserves the right to change the terms and conditions of employment of its employees. Nothing in this offer of employment to you as a new employee, or in our discussions with you concerning your employment with Libertas, should be read or understood as contractually limiting that right or as guaranteeing employment for any specified period of time. In short, our job offer and the contents of this letter in no way constitute an employment contract and should not be considered as creating terms and conditions of an employment contract, either express or implied.

To comply with federal law, we will need you to provide us with proof of identity (passport, driver's license or military/school identification) and a document that establishes employment eligibility (social security card, birth certificate or employment green card).

You further acknowledge that in making our offer job offer, we relied on information you disclosed. You represent that such information is true, complete and correct. You also acknowledge that at the time you contacted Libertas about employment opportunities and at the time you are entering into employment with Libertas, you are not under an employment contract with another employer and are not subject to the terms of a non-competition agreement. Further, you acknowledge and agree that any false statements or misrepresentations about yourself, whenever discovered, may result in termination of your employment.

We look forward to you joining the Libertas team and we invite your valued contributions as we welcome new opportunities for growth and success in the future.

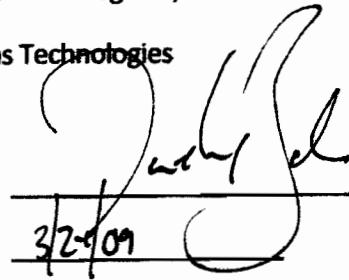


Best personal regards,

Libertas Technologies

By:

Date:

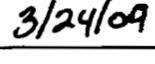


3/24/09

I hereby accept this offer of employment and acknowledge that I have read and understand the above.



Signature



Date

EXHIBIT

tabbed

C

October 22, 2010

PRIVATE & CONFIDENTIAL

VIA FEDERAL EXPRESS

Mr. Todd Schwartz
5088 Old Taylor Mill Road
Apt. 220
Taylor Mill, KY 41015

***Re: Demand to Refrain from Use of Libertas Intellectual Property and for
Return of all Property***

Dear Mr. Schwartz:

We are legal counsel to Libertas Technologies, LLC (“Libertas”). If you are represented by legal counsel in this matter, please direct this correspondence to your counsel.

We understand that you have terminated your employment with Libertas and have accepted employment at Cherryhill Management, Inc. (“Cherryhill”), which was a client of Libertas during your employment. As you are aware, you have spent the better part of the last year working exclusively on Cherryhill matters, and accordingly, you know that Cherryhill utilizes multiple Libertas developed computer programs. The programs in use by Cherryhill were created, maintained and are owned, including all copyrights, by Libertas.

Additionally during your employment at Libertas you were deeply involved in Libertas’ technical and business development efforts and were entrusted with Libertas’ confidential and proprietary business information, including but not limited to source code (“confidential information”). You have signed a Non Disclosure Agreement and are bound by other contractual obligations which govern not only the protection of Libertas’ confidential information, but also impose certain legal and contractual duties on you (“the Agreements”). A copy of your Non Disclosure Agreement and subsequent employment agreements are attached for your information. Per the terms of the Agreements, you agreed, among other things, to:

NON DISCLOSURE AGREEMENT

1.1. [U]se best efforts to protect Libertas Confidential Information...will not use, except in connection with this Agreement...compilations...programs, techniques,...processes...

1.2. [T]hat all intellectual property and materials belonging to Libertas Technologies, LLC are to be retained in the work place.

Mr. Todd Schwartz
October 22, 2010
Page 2

1.3. It is unlawful for contractors of Libertas Technologies, LLC to remove, duplicate, manipulate, or communicate any company information, document, or property without express consent from an officer of Libertas Technologies, LLC. Examples of company information and property include, but are not limited to: proposals, estimates, software programs, hardware, maps, tools, manuals, supplies and keys.

1.5. Return of Materials. After termination of this engagement term or for any reason or at any time at a party's request, the other party will deliver promptly to the requesting party all materials, documents, plans, records, notes or other papers and any copies in its possession or control relating in any way to the other party's Services or its business, which at all times shall be the property of the disclosing party.

2.1 Solicitation of Customers. During the period of this Agreement and for eighteen (18) months after termination or that term (collectively, the "Term"), the contractor will not solicit Libertas Customers for the purpose of providing or offering the same or similar services offered by either party.

3.1 Developed Intellectual Property. Contractor expressly acknowledges that the material contributed by the contractor hereunder, and contractor services hereunder, are being specially ordered and commissioned by Libertas for use in connection with the work product. The Work contributed by contractor hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. Libertas shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of contractor services hereunder in whatever stage of completion. If for any reason the results and proceeds of contractor services hereunder are determined at any time not to be a "work made for hire," you hereby irrevocably transfer and assign to us all right, title and interest therein, include all copyrights, as well as all renewals and extensions thereto.

3.2 Assignment. Contractor agrees that we may make any changes or additions to the Work prepared by contractor, which Libertas in our sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to you. Contractor further agrees to waive any so-called moral rights in the Work.

As part of your obligations under your offer of employment you agreed to:

Offer of Employment

1. Provid[e] consulting and software development services to our clients and to support various internally developed software products.
2. Assist the existing members in any way possible to achieve business goals and objectives.

As part of your obligations under the Employee Manual you agreed on August 14, 2007:

Mr. Todd Schwartz

October 22, 2010

Page 3

Employee Manual

- I will conduct business in an honest, ethical manner at all times.
- I am aware that during the course of my employment confidential information will be made available to me, i.e., product designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is critical to the success of Libertas Technologies and must not be given out or used outside of Libertas Technologies' premises or with non-Libertas Technologies employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- Your employment with Libertas Technologies assumes an obligation to maintain confidentiality, even after you leave our employ.
- No one is permitted to remove or make copies of any Libertas Technologies records, reports or documents without prior management approval.
- In the event of termination, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.

The above obligations, as well as state and federal statutory and common law, require you not to use or disclose Libertas' confidential information including Libertas' computer programs, techniques and source code for any purpose. All computer programs developed by Libertas for use by Cherryhill or others are the property of Libertas, including the work done by you for hire or assigned by contract to Libertas, and Libertas owns the sole copyright to the materials and programs. In your new employment with Cherryhill, you may not work on those programs without Libertas' express permission. Libertas does not consent and you are forbidden to work on, maintain, alter, develop, or otherwise manipulate those programs. Any alterations or development of the code and programs will not only be a violation of your agreements and Libertas' legal rights, but a violation of federal copyright law. If you have already taken any of these actions, Libertas demands that you immediately cease the violations and refrain from any further violations.

Libertas has already discovered that you have destroyed its property by maliciously reformatting the hard drives on the Libertas personal computer you surrendered with your termination. Libertas demands that you immediately surrender all other materials, documents, plans, records, notes, papers, source code, and software programs, whether stored electronically or otherwise including, but not limited to, all material relating to Cherryhill that you obtained in the course of your Libertas employment or as a Libertas contractor. After you have provided such materials to Libertas, we further demand that you purge all electronically stored information of this nature from any hardware you possess and that you take every action necessary to safeguard Libertas' confidential and proprietary information.

Mr. Todd Schwartz
October 22, 2010
Page 4

Your compliance with your contractual and legal obligations to Libertas will avoid the necessity of litigation, but amicable resolution will require your immediate remedial action. Libertas will be vigilant and vigorous in safeguarding its confidential and proprietary information. Understand that your new employer possesses no license to use the Libertas developed software and your complicity in its continued use will be actionable over and above the obvious breach of your contractual duties to Libertas.

Accordingly, we demand that you: (1) confirm in writing that you will not update, work on, modify, manipulate or otherwise use any of the Libertas developed programs in use by Cherryhill or any other entity; (2) immediately surrender or confirm in writing that you have already surrendered all proprietary and confidential information including all electronically stored materials in your possession (if you have purged material please provide a list of any material allegedly deleted as well as a list of the material deleted from Libertas' computers); (3) provide a written statement whether you have already or intend in the future to violate Libertas' copyrights; and (4) preserve all electronic and hard copy communications between you and Cherryhill regarding your employment, Libertas, or the programs.

Libertas regards these matters with the utmost gravity and requires that you surrender all materials and provide the necessary confirmations not later than October 29, 2010 so that Libertas may evaluate its options without delay.

Very truly yours,

Graydon Head & Ritchey LLP

Paul Alley

PA/kl
Enclosure
c: Mr. Tim Banks